



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

CORRESPONDENCE.

ATTORNEYS' FEES AS DAMAGES—(*Wisecarver v. Wisecarver.*)

Editor Virginia Law Register:

The note to *Wisecareer v. Wisecarver*, in the November number of the REGISTER, page 465, claims that *Burruss v. Hines*, 94 Va., is decisive of that case, though not quoted either by counsel or the Court of Appeals in its opinion. *Burruss v. Hines* was a very different case from *Wisecarver v. Wisecarver*, and is not properly quoted in the note. It is said in the note that in *Burruss v. Hines*, "the plaintiff had paid fees to counsel to have the injunction dissolved," and had brought a suit in trespass to recover (*inter alia*) fees paid his counsel for that service, and it is argued that the same principles applied to a suit brought by the plaintiff on an injunction bond, given by the defendant to pay costs, damages, etc. This would be a case properly in point, if the facts were as stated.

But in *Burruss v. Hines* the plaintiff had paid no fees to counsel to get an injunction dissolved. On the contrary, he had paid fees to counsel to get a mandatory injunction against the defendant, which, when obtained, he brought a suit at law against the same defendant to recover damages for the tort committed, and as a part of his damages desired to recover the fee paid his counsel in the injunction suit. There was no undertaking on the part of any one to pay any costs and damages. The cases, in my opinion, are not at all alike, and hence *Burruss v. Hines* was no precedent for *Wisecarver v. Wisecarver*.

GEORGE MCINTOSH.

Norfolk, Va.

BOOKS RECEIVED.

BUSSWELL ON PERSONAL INJURIES. Second edition. Little, Brown & Co. Boston.

PERRY ON TRUSTS. Fifth edition. Edited by John M. Gould. Little, Brown & Co. Boston.

BEALE'S CRIMINAL PLEADING AND PRACTICE. Students' Series. Little, Brown & Co. Boston.

BRYANT'S CODE PLEADING. Students' Series. Little, Brown & Co. Boston.